

1 BILL NO. S-85-01-15

2 SPECIAL ORDINANCE NO. S-

13-85

3 AN ORDINANCE approving Contract  
4 for Res. #403-1984, Lathrop  
5 Drainage Improvement, by and be-  
6 tween the City of Fort Wayne, In-  
diana and Dailey Asphalt Co., Inc.,  
in connection with the Board of  
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That Contract for Res. #403-1984, Lathrop  
10 Drainage Improvement, by the between the City of Fort Wayne, In-  
11 diana, and Dailey Asphalt Co., Inc., in connection with the Board  
12 of Public Works and Safety, for:

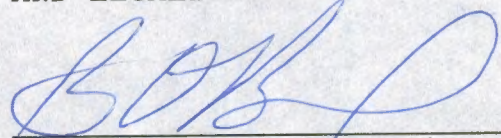
13 the construction of storm sewer  
14 and side ditching to serve area  
15 generally in portion of the South-  
west Quarter, Sec. 33, Township 31  
North, Range 12 East;

16 involving a total cost of Eighty-Three Thousand Nine Hundred Six  
17 and 75/100 Dollars (\$83,906.75), all as more particularly set  
18 forth in said Contract, and which is on file with the Office of  
19 the Board of Public Works and Safety and is by reference incor-  
20 porated herein, made a part hereof and is hereby in all things  
21 ratified, confirmed and approved and is available for public in-  
22 spection.

23 SECTION 2. That this Ordinance shall be in full force  
24 and effect from and after its passage and any and all necessary  
25 approval by the Mayor.

26  
27   
Councilmember

28 APPROVED AS TO FORM  
29 AND LEGALITY

30   
31 Bruce O. Boxberger, City Attorney  
32



Read the first time in 'full' and on motion by Henry,  
seconded by Read, and duly adopted, read the second time  
by title and referred to the Committee City of Fort Wayne (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 1-8-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Read, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 1-22-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-13-85

on the 22nd day of January, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 23rd day of January, 1985,  
at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23 day of January,  
1985, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



CONTRACT NO. 403-1984

THIS CONTRACT made and entered into in triplicate this 2nd day of January, 1985, by and between Dailey Asphalt Co., Inc. herein called "CONTRACTOR," and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works & Safety, herein called "OWNER."

WITNESSETH, that the Contractor and the Owner for the consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

"Lathrop Drainage Improvement - Resolution 403-1984

all according to Fort Wayne Water Pollution Control Engineering Department Drawings No. SY 11128, Sheet(s) 1 through 17, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The "Owner" shall pay Contractor for the performance of the contract the unit price sum of \$83,906.75. In event the amount of work is increased or decreased by "Owner" the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

1.	21" RCP Class III "O" Ring	Ten Thousand Three Hundred Thirty-Four and no/100	\$10,334.00
2.	21" RCP Class III "O" ring (TWJ)	Four Thousand Nine Hundred Forty and no/100	\$ 4,940.00
3.	18" RCP Class III "O" Ring	Seven Thousand One Hundred Forty-Nine and no/100	\$ 7,149.00
4.	15" RCP Class III "O" Ring	Three Thousand One Hundred Sixty-Two and 50/100	\$ 3,162.50
5.	12" RCP Class IV "O" Ring	Five Thousand Two Hundred and no/100	\$ 5,200.00
6.	12" RCP Class V "O" Ring	One Thousand Eight Hundred Forty-Eight and no/100	\$ 1,848.00
7.	Special 10.72° Elbow 21" RCP Class III (TWJ)	Five Hundred Eighty and no/100	\$ 580.00
8.	Furnish & Install 21' Metal Section	One Hundred Fifty and no/100	\$ 150.00
9.	Furnish & Install 12" Metal Section	Four Hundred Fifty and no/100	\$ 450.00
10.	Std. Inlet Type I-G	One Thousand Five Hundred and no/100	\$ 1,500.00
11.	Std. Inlet Type II-G	Six Hundred Fifty and no/100	\$ 650.00

12.	Std. Manhole Type I-G	Two Thousand One Hundred and no/100	\$ 2,100.00
13.	Std. Manhole Type I-A	One Thousand Fifty and no/100	\$ 1,050.00
14.	Special Backfill (Dvwys)	One Thousand Eight Hundred and no/100	\$ 1,800.00
15.	#53 or #73 Special Backfill	Eight Hundred Sixty and no/100	\$ 860.00
16.	#11 Crushed Stone (driveways)	Eight Hundred Twelve and 50/100	\$ 812.50
17.	4" Asphalt (streets and dvwys) 3" #9 Binder and 1" A-2 Surface	One Thousand Two Hundred and no/100	\$ 1,200.00
18.	Furnish & Install 12" (CMP) East Side	Three Thousand Seven Hundred Forty-One and no/100	\$ 3,741.00
19.	Furnish & Install 12" (CMP) East Side	Five Thousand Two Hundred Thirteen and 75/100	\$ 5,213.75
20.	New Side Ditching (East)	Six Thousand Four Hundred Eighty-Eight and no/100	\$ 6,488.00
21.	Regrading & Improve Existing Ditch	Five Thousand Nine Hundred Forty and no/100	\$ 5,940.00
22.	New Rip Rap Channel 23+84-26+17	Four Hundred Sixty-Four and no/100	\$ 464.00
23.	Furnish & Install #1 Limestone riprap for proposed channel	Six Hundred Eighty and no/100	\$ 680.00
24.	Seeding, Mulch & Fertilizer	Three Thousand One Hundred Fifty and no/100	\$ 3,150.00
25.	Brush and Tree Removal	One Thousand and no/100	\$ 1,000.00
26.	Scarify Lathrop-Complete	Two Thousand Seven Hundred Eighty-Six and no/100	\$ 2,786.00
27.	Double Chip & Seal with #9 and #11	Six Thousand Seven Hundred Sixty-Six and no/100	\$ 6,766.00
28.	Broadcast Seed Std. 21+00 -2600	Three Hundred and no/100	\$ 300.00
29.	Lowering Existing Water Service	Three Thousand Five Hundred and no/100	\$ 3,500.00

### ARTICLE 3. PROGRESS PAYMENTS

The "Owner" shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by "Owner" upon submission of a statement of quantities of work completed and/or materials supplied to the job-site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.



#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the **Board of Public Works & Safety** will direct the Engineering Department of the "**Owner**" to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works & Safety** which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that contractor shall first furnish "**owner**," if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1)



## ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 403-1984
- B. Instructions to Bidders for Contract No. 403-1984
- C. Contractor's Proposal Dated 12/5/84.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11128, Sheets 1-17.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980, and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne
- G. Non-Discrimination of Labor General Ordinance No. G-34-78 (as amended).
- H. Prevailing wage scale
- I. Performance Bond
- J. Labor and Material Payment bond
- K. Comprehensive Liability Insurance Coverage
- L. Application for Cut Permit
- M. Escrow Agreement
- N. Notice of Award
- O. Notice to Proceed
- P. Change Order
- Q. Notice of Final Acceptance
- R. Special Provisions

## ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of One (1) year from date of final acceptance in writing by the Owner.

## ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

## ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

**ARTICLE 12. COMPLETION DATE**

The Contractor agrees to complete the work specified in the within contract in consecutive calendar days after having been ordered by the Owner to commence work under this contract.

**ARTICLE 13. COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within **ninety (90) days** after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: [Signature]  
Title: Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF FORT WAYNE, INDIANA

By: [Signature]  
Win Moses, Jr., Mayor

ATTEST:

[Signature]  
Helen Gochenour, clerk

BOARD OF PUBLIC WORKS & SAFETY

[Signature]  
David J. Kiester, Director

[Signature]  
Gosette R. Simon, Director

\_\_\_\_\_  
Lawrence D. Consalvos, Director

APPROVED as to form and legality:

[Signature]  
Richard I. Snouffer, Associate  
City Attorney CITY ATTORNEY

APPROVED by the Common Council of the City of Fort Wayne this \_\_\_\_ day of  
1984.





ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
ST. PAUL, MINNESOTA  
A CAPITAL STOCK COMPANY

PERFORMANCE BOND

Approved by The American Institute of Architects  
A.I.A. Document No. A-311 Feb., 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: That.....Dailey Asphalt Products Co., Inc.,  
1122 Thomas Road, Fort Wayne, Indiana 46804  
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota, with its Home Office in the City of St. Paul, Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, an Indiana Municipal Corporation by and through the Mayor and the  
Board of Public Works and Safety, One Main Street, Fort Wayne, Indiana 46802  
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, in the amount of.....Eighty Three Thousand Nine Hundred Six and  
75/100-----Dollars (\$83,906.75-----),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated.....January 2.....1985,  
entered into a contract with Owner for.....Installation of the Lathrop Drainage Improvement,  
Resolution 403-1984  
in accordance with drawings and specifications prepared by.....Fort Wayne Water Pollution Control  
Engineering Department, One Main Street, Fort Wayne, Indiana 46802  
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a

succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor,

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this.....day of.....A. D. 19.....

In the presence of:

Dailey Asphalt Products Co., Inc. (Seal)  
(Principal)

By:.....J. P. R. (Title)

St. Paul Fire and Marine Insurance Company (Seal)  
(Surety)

By:.....R. B. K. (Attorney-in-fact)

Joanne M. Mignone (Witness)

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ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
ST. PAUL, MINNESOTA  
A CAPITAL STOCK COMPANY

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A.I.A. Document No. A-311 Feb., 1970 Edition

The bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS: That Dailey Asphalt Products Co., Inc.,

1122 Thomas Road, Fort Wayne, Indiana 46804

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota, with its Home Office in the City of St. Paul, Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, an Indiana Municipal Corporation by and through the Mayor and the

Board of Public Works and Safety, One Main Street, Fort Wayne, Indiana 46802

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Eighty Three Thousand Nine Hundred Six and 75/100----- Dollars (\$ 83,906.75

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated January 2, 1985, entered into a contract with Owner for Installation of the Lathrop Drainage Improvement, Resolution 403-1984

in accordance with drawings and specifications prepared by Fort Wayne Water Pollution Control Engineering Department, One Main Street, Fort Wayne, Indiana 46802

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:  
a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the

work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

In the presence of:

Dailey Asphalt Products Co., Inc. (Seal)  
(Principal)

By: \_\_\_\_\_ (Title)  
(Witness)

St. Paul Fire and Marine Insurance Company (Seal)  
(Surety)

By: \_\_\_\_\_ (Attorney-in-fact)

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BILL NO. S-85-01-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for  
Res. #403-1984, Lathrop Drainage Improvement, by and between the City of  
Fort Wayne, Indiana and Dailey Asphalt Co., Inc., in connection with  
the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

*Do Pass*

YES

NO

*Thomas C. Henry*  
\_\_\_\_\_  
THOMAS C. HENRY  
CHAIRMAN

*Janet G. Bradbury*  
\_\_\_\_\_  
JANET G. BRADBURY  
VICE CHAIRWOMAN

*Donald J. Schmidt*  
\_\_\_\_\_  
DONALD J. SCHMIDT

\_\_\_\_\_  
JAMES S. STIER

*Charles B. Redd*  
\_\_\_\_\_  
CHARLES B. REDD

CONCURRED IN 1-22-85

\_\_\_\_\_  
SANDRA E. KENNEDY  
CITY CLERK



Contract for Res. 403-1984 -Lathrop Drainage Improvement

TITLE OF ORDINANCE

DEPARTMENT REQUESTING ORDINANCE Board of Public Works &amp; Safety

SYNOPSIS OF ORDINANCE

Contract for Res. 403-1984 is for the construction of storm  
sewer & side ditching to serve area generally in portion of the Southwest Quarter, Sec. 33,  
township 31 North, Range 12 East. Dailey Asphalt, Inc. is the Contractor.

Improvement of Drainage in above area.

EFFECT OF PASSAGE

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$83,906.75

ASSIGNED TO COMMITTEE